

• TRg 040500

AGREEMENT

BETWEEN

CITY OF NEWARK

ESSEX COUNTY, NEW JERSEY

AND

NEWARK FIRE OFFICERS UNION

LOCAL 1860, IAFF, AFL-CIO

JANUARY 1, 1999 THROUGH DECEMBER 31, 2003

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This Agreement entered into on      day of      between the CITY OF NEWARK, a Municipal Corporation of the State of New Jersey, hereinafter referred to as the "City", party of the first part, and NEWARK FIRE OFFICERS UNION, LOCAL 1860, I.A.F.F., AFL-CIO-CLC, hereinafter referred to as the "Union", party of the second part.

## ARTICLE 1

### 1.01 Purpose

The parties hereto have agreed to enter into these presents for the purpose of more effectively defining duties, privileges, work conditions and remunerations respecting the employment of such employees and to promote harmonious relationships between the parties, and effect a good and efficient service.

## ARTICLE 2

### 2.01 Union Recognition

The City hereby recognizes the Union as the sole and exclusive bargaining agent for all officers employed by the Newark Fire Department, including, Battalion Chiefs, Captains, Assistant Chief Fire Signal System Operations, Assistant Chief of Fire Signal System, Maintenance and Construction, Chief of Fire Apparatus, Supervising Fire Prevention Specialist/Supervising Fire Protection Inspector, UFD, Chief Fire Alarm Operators and Supervising Line Workers, but excluding all Fire Fighters and other non-supervisory employees, managerial executives, craft and professional employees and Policemen, as per certification Docket R-124, dated June 8, 1970.

### 2.02

If there is a conflict between the General Rules and Regulations of the Fire Department, or between Civil Service Laws and this Agreement, the terms and provisions of this Agreement shall apply.

### 2.03

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns.

### 2.04

Whenever the words "employee" or "employees" is used herein, it means only those persons covered by this Agreement.

## ARTICLE 3

### 3.01 Probationary Period

All newly promoted officers appointed from a certified Civil Service list shall serve a probationary period of 90 days, and shall have no seniority rights during this period. All such officers who have satisfactorily completed 90 days shall become permanent employees, and the probationary period shall be considered part of their seniority time.

The Fire Department shall establish a seniority list and it shall be brought up to date on January 1st of each year, and immediately posted thereafter in each and every fire station and a copy of same mailed to the Secretary of the Union. Any objections to the seniority list as posted shall be reported to the Fire Department within thirty (30) days, or it shall stand approved.

## ARTICLE 4

### 4.01 Union Security

All employees covered by this Agreement who are members of the Union at the time this agreement is ratified or who hereafter become members thereof during the term of this agreement, must retain their membership in the Union for the duration of this Agreement by offering to pay regular monthly dues and initiation fees assessed against all members. Any employee may resign from the Union during the 30-day period immediately preceding the termination of this contract. Notice of withdrawal must be submitted by the employee to the Union in writing and a copy thereof furnished to the City of Newark.

### 4.02

The Union agrees that it will indemnify and save harmless the City of Newark against any and all actions, claims, demands, losses or expenses (including reasonable attorney's fees) in any matter resulting from action taken by the City of Newark at the request of the Union under this Article.

### 4.03 Check-off

Upon the written authorization by an employee, covered by this Agreement, the City agrees to deduct twice each month from the salary of each employee the sum certified as Union dues, and forward the sum to the Union Treasurer and/or any other duly authorized union officer.

### 4.04 Agency Shop

If an employee in the bargaining unit is not a member of the Union during the term of this Agreement and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Union during such term or period. The purpose of the representation fee is to provide for payment to the Union of a fee in lieu of dues for services rendered by the Union, and thereby to offset the cost of services rendered by the Union as majority representative. In order to adequately offset the cost of services rendered by the Union, the representation fee shall be eighty-five percent (85%) of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The foregoing 85% is set forth solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be changed to the maximum allowed. The City shall deduct an amount, certified by the Union, equivalent to 85% of the Union dues from the pay of all non-union employees covered

by this contract and forward this sum to the Union in the same manner as specified in Article 4.03 Check-off.

#### 4.05 Union Office

The City shall continue to provide to the Union for its use Office space and the use of a centrex telephone as in the past. The City shall make every effort to have the Office space provided at least equal in size to what is now being provided.

#### 4.06 Union Bulletin Boards

Subject to the prior approval of the Director, which approval shall not be unreasonably withheld, the City agrees to allow the Union bulletin board for the purpose of displaying Union notices. The use of intra-Department mail will be permitted for the transmittal of all Union notices. Such communications are subject to the approval of the Director as set forth above.

#### 4.07 Union Visitation

Authorized representatives from the Union's Executive Board shall be allowed to visit the Fire Stations or City Hall for the purpose of ascertaining whether or not this Agreement is being observed. Upon entering the premises, the authorized representative(s) shall notify the Officer-in-charge, or in his absence his immediate subordinate. Such visitation shall not interfere with the normal conduct of work within the Department.

### ARTICLE 5

#### 5.01 Exchange of Tours or Days Off

The Director, Chief, Deputy Chief, or Battalion Chief may grant the request for any two officers to exchange tours or days off limited to two consecutive working days or nights. The Director or Acting Director may grant approval for exchanges of greater duration than two consecutive working days or nights. Exchanges shall be permitted only where one of the two officers involved has exhausted his allotted compensatory days or where one of the officers had requested a compensatory day and been denied.

#### 5.02 Transfers

The Fire Department will publish in January of each year a list of those members of the unit who will reach the age of 65 during that calendar year. In addition thereto, the Fire Department will notify the Union when a member of the unit has filed for retirement or has otherwise severed his employment as a Fire Officer.

The Director has the exclusive authority to assign or transfer all officers. Prior to making the actual assignment or transfer, the Director will consult with the Union concerning transfers within the firefighting division. In making his decision, the Director will give consideration to such factors as qualifications, seniority and the good of the department.

The City agrees that if an employee covered by this contract acts in a position above his rank for more than five (5) hours, he shall be paid for the tour of duty that he serves in the higher rank, at the minimum rate of pay of the higher rank, for the tour of duty that he serves in the higher rank. Fire Officers filling the Commanding Officers position during sick leave and normal vacation periods of the Commanding Officer will be paid the minimum base rate of pay of the higher rank from the first day under the following conditions:

- (a) The sick leave is in excess of four (4) consecutive working days.
- (b) The normal vacation period is in excess of four (4) consecutive working days.

The aforementioned Section shall apply under the circumstances noted above only to Fire Officers filling in for the Commanding Officer in the following Staff Function Areas:

1. Arson Squad
2. Bureau of Combustibles
3. Communications
4. Community Relations
5. Fire Prevention
6. Special Services
7. Telegraph
8. Training Academy
9. Planning and Research

## ARTICLE 6

### 6.01 Compassionate Leave

Effective 1/1/93 for a death in the immediate family. Any employee covered by this agreement, on application to his/her commanding officer, shall be granted five (5) consecutive days leave of absence and shall suffer no loss of regular pay on the death of wife, husband, father, mother, stepmother, stepfather, father-in-law, mother-in-law, son, daughter, step son, step daughter, brother, brother-in-law, sister, sister-in-law, step brother, step sister, grandfather, grandmother. In addition, each employee covered by this Agreement shall be granted funeral leave with pay of two (2) working days to attend the funeral services of his spouse's grandparents.

Leave allowance in special cases. In special or unusual cases, a commanding officer may allow a fire officer to attend a funeral or memorial service for someone other than those persons enumerated. The intent of this provision is to cover the situation in which someone other than the immediate kin has raised the Fire Officer or has a very relationship with the Fire Officer. Such funeral leave may be extended at the discretion of the Director or acting director of the department.

6.02 Compensatory Time

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Employees of the Fire Department shall receive compensatory time of three (3) days or nights per year. These days shall be regulated by the Fire Chief and Director of the Department. Such days shall not be accumulative on a yearly basis, unless an employee is denied any part of these three (3) days or nights by the Fire Chief or Director in which case that balance shall be added to the following year. Denial of said days shall not exceed two (2) years without financial remuneration for each day accumulated at the daily rate of the employee.

Members must request a minimum of one (1) compensatory day in the six month period from January through June and the remaining two (2) days shall be requested in the six month period during July through December.

All compensatory time accrued under this article and would have been payable during active employment shall upon his demise, be paid pro rata to his estate provided such payment is deemed lawful by the City Corporation Counsel.

## ARTICLE 7

### 7.01 Holidays

Each employee of the Department working a 42-hour week shall receive pay for 156 hours of salary in lieu of holiday pay as per rate schedule under Article 7.03, for thirteen (13) holidays per year at 12 hours per day. Holiday pay will be paid as an hourly component of base salary and longevity bi-weekly for pension purposes.

### 7.02

Employees in the Fire Department working other than a forty-two (42) hour week shall continue to enjoy the same holidays as heretofore with time off for such days, except that in order to qualify under Article 7.01 such employees will be required to work the holidays and they shall receive pay for those holidays at their regular daily rate of pay based on an average of twelve(12) hours per day.

### 7.03 Holiday Pay

Each employee of the Department shall receive pay for the number of holidays per year noted above in accordance with the above qualifications by rank, longevity included.

### 7.04 Pro Rata

The accumulated compensatory time due for holidays for the period 7/1/65 to 12/31/70 pursuant to Executive Orders #236 and #241 shall be taken at the discretion of the Director and if not so taken during the period of employment shall be granted as compensatory time leave upon age and service retirement and special retirement. It is understood and agreed that the provisions of Executive Orders #236 and #241 have terminated as of January 1, 1971.

All holiday benefits that have accrued to an employee and would have been payable during his active employment shall upon his demise, be paid pro rata to his estate provided such payment is reviewed by the City Corporation Counsel to determine that it is consistent with this Agreement.

#### 7.06 Hazardous Duty Pay

All members of Firefighting Divisions shall receive hazardous duty pay in the amount of \$953.00 per year. Payment shall be made on the first non-pay Friday in December. Members who do not serve the full year in the Firefighting Division shall have their hazardous duty pay pro rated.

#### 7.07

Effective January 1, 2000 the following members of Rescue 1 and Truck Co. 1 shall receive a Haz-Mat stipend of \$500.00 per year. Payment shall be made on the first non-pay Friday in December. Members who do not serve the full year in the Unit shall have their hazardous duty pay pro rated.

### ARTICLE 8

#### 8.01 Vacation

The vacation period for the Officers and Members of the Department earned in accordance with the decision of Joseph F. Wildebush on December 1, 1973, shall begin on February 1st of each year and remain in effect until January 31st of the following year.

The following schedule shall be observed:  
Battalion Chiefs.....23 working days.  
Captains.....22 working days.

#### 8.01A

All new Captains promoted into the unit after January 1, 2000 shall enjoy the vacation schedule they presently have as FireFighters with a maximum of twenty (20) days. All employees in the unit prior to January 1, 2000 will keep the vacation they now enjoy. Any Captain promoted to Battalion Chief on or after January 1, 2000 will remain at twenty two (22) vacation days.

#### 8.02 Procedure of Choosing for Officers

Vacation shall be chosen by all officers of the Department in order of seniority in the rank, on their assigned tours.

Battalion Chiefs shall choose among themselves on each tour, but not more than two from the same tour on vacation at the one time.

Captains shall choose among themselves on each tour in their respective Battalion Districts.

There shall be no more than two captains from each tour on vacation at one time.

8.03 Procedure of Choosing for Firefighter

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- (a) Battalion Chiefs shall determine the Department seniority of Firefighters on each tour. Members with the same seniority shall draw for order of pick on their tour.
- (b) Members who choose a split vacation shall not pick again until all members on the same tour have had their pick. The order of seniority shall again govern the second pick.

The total number of Firemen and Captains on vacation during the summer period at the same time shall not exceed six (6) in number (total captains and firefighters) for each tour in each battalion. If a vacation spot is not picked by a Captain, a firefighter shall be allowed out in that spot.

The total number of Firefighters and Captains on vacation during the winter period shall not exceed a total of one(1) Captain and three(3) Firefighters in each tour in each Battalion.

Officers and Firefighters on Fireboat #1 will draw their vacations with the members of the Training Division.

Officers and members of the Rescue Squad shall draw their vacations with the Third Battalion District.

8.04 Summer Split Vacation Period

The summer split vacation period consisting of six (6) working days will apply to all ranks of the Department and shall be between the last week of May and the third week of September of each year. The schedule for each tour for the summer split will be issued in a regular Department notice in January of each year.

8.05 Full Vacations

Prior to the beginning of, and after the end of the summer split vacation period, vacations may be continuous.

Members of the Uniformed Force assigned to Special Details, Bureaus and Special Branches of the Department, and who are not included in this vacation schedule, shall be limited to the total number of vacation days allotted to members of comparable rank in the Active Fire Fighting Force governed by this schedule.

Annual vacations shall always be taken during the current year and within the period set forth in section 1 of this article. Request for deferment of vacation may only be granted by permission of the Director/Fire Chief of the Fire Department.

Once vacations have been selected and approved, they may not be changed except under the following circumstances:

- (a) When a member is on Sick Leave of Absence. Upon written request for a deferment from each member submitted prior to the date on which his vacation is to start.
- (b) When for any reason a vacation period is vacated or becomes vacant, the Director/Fire Chief shall have the authority to grant this type of change in vacation.

(c) For reasons which could be classified as extenuating circumstances, a written request shall be submitted.

Vacations of Chief Officers shall be regulated by the Director/Fire Chief.

Battalion Chiefs shall supervise the selection of vacations on their respective tours and shall forward same to their respective Deputy Chief for his approval before they are forwarded to the Director/Fire Chief. In the event a tour does not have a Battalion Chief assigned thereto, the Senior Battalion Chief of the District shall supervise the vacations.

Vacation schedule reports shall be made out in triplicate for each tour, signed by the Battalion Chief and Deputy Chief of such tour and forwarded to the Director/Fire Chief by March 1st. of each year.

In case any tour is depleted, due to sickness or otherwise, it shall be incumbent upon the working Deputy Chiefs to equalize, as nearly as possible, tour personnel department wide. This equalization shall forestall if possible, any company riding with a working strength of less than one (1) officer or acting officer and (3) three Firefighters, with the exception of the Fireboat.

Members who have transferred from the Police Department shall be granted total vacation days commensurate with their total time in both Departments. Total time in both Departments shall not apply with regard to tour seniority.

All vacation benefits that have accrued to an employee and would have been payable during his active employment shall upon his demise, be paid pro rata to his estate provided such payment is reviewed by the City Corporation Counsel to determine that it is consistent with this Agreement.

## ARTICLE 9

### 9.01 Time Off and Leave of Absence

The City agrees to provide time off for the following:

- (a) With the approval of the Director, time off without loss of pay will be granted for the following: (1) The President and Vice-President shall be excused from duties in the Fire Department to conduct the business of the Union. Such approval shall not be arbitrarily or unreasonably withheld by the Director.
- (b) The President, and any two members of the Union, five (5) calendar days to attend the International Convention of the I.A.F.F.
- (c) The President, and any two (2) members of the Union, five (5) calendar days to attend the Convention of the New Jersey State Fire Fighters Association.
- (d) The President, and any two (2) members of the Union, three (3) calendar days to attend the Convention of the New Jersey State AFL-CIO.

- (e) The Negotiating Committee of the Union shall be of reasonable size in order to promote harmonious and fruitful relations. Not more than three (3) members of the Committee in addition to the President of the Union, shall be granted time off from duty and shall suffer no loss of regular pay for meetings between the City and the Union for the purpose of negotiating the terms of an Agreement when such meetings take place at a time during which such members are scheduled to be on duty.
- (f) The Grievance Committee of the Union, subject to the needs of the Department, shall be granted time off from duty and shall suffer no loss of regular pay to conduct its meeting at the various steps, so as to process any grievance when such meetings take place at a time during which such committee members are scheduled to be on duty.
- (g) Not more than three (3) members of the Executive Board shall be excused at any one time from the Fire Department duties for a sufficient number of hours to conduct regular and special meetings of the Union.

#### 9.02 Leave of Absence

An employee desiring a leave of absence without pay from his employment shall secure written permission from the employer. The maximum leave shall be for six (6) months and may be extended for like periods. If a leave is refused an employee, the matter may be referred by the employee to the grievance procedure. Application for leave of absence shall be made in writing at least one month prior to the date on which the requested leave is to commence, except in the case of emergency. A leave of absence without pay may be requested by the Union for two (2) of its members should they become officers of the International Union which shall be granted. All leaves of absence shall be granted in conformity with the rules and regulations of the Department of Civil Service.

#### 9.03 Military Leave

Employees entering the military services of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall retain all rights and privileges provided by this Act.

#### 9.04 Accrued Compensatory Time

Any employee covered by this Agreement shall earn three (3) calendar days for each year of service which will be accrued as compensatory time leave to be granted upon age and service retirement.

#### 9.05 Sick Leave

Sick leave shall be in accordance with the provisions of N.J.S.A. 40A:14-137. The Director shall establish after consultation with the Union, rules and regulations governing the application of this statute. The City shall continue its current practice of providing the statutory maximum of up to one year of salary and benefits for individuals off-duty on sick leave or injury leave.

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#### 9.06 Leave of Absence for Education

Leave of absence for education in fire science and technology, or fire administration may be granted without loss of pay, subject to the approval of the Director.

#### 9.07 Notice of Retirement

An employee must provide thirty (30) days written notice to the Director prior to the date that he requests his pre-retirement leave to begin. During such time, the employee shall be available and shall work his regular shift and assignment which shall be maintained without change, provided the employee can perform the work.

#### 9.08 Accrued Compensatory Option

At the employees option each year two (2) vacation days may be used, or accrued, for terminal leave or lump sum.

Effective January 1, 1999 increase to four (4) the number of vacation days to defer to terminal leave or lump sum.

#### 9.09 Lump Sum

The City shall provide the optional lump-sum terminal leave provision to eligible employees.

Upon separation for any reason, an employee may elect a lump sum payment of 100% of the total cost that the City would have incurred had the retiree remained on the payroll under the current procedure in lieu of terminal leave as provided in 9.04.

Base salary, longevity, holiday pay, clothing allowance, hazardous duty pay, will be computed for the length of time due the separated employee as terminal leave.

This sum of money will be paid to the employee on the date of retirement.

In the event the employee is entitled to a payment that encompasses two (2) fiscal years, one payment will be made upon retirement and another payment will be made in the second week of January of the second fiscal year.

In the event that a contract is subsequently executed for the time period of the employee's terminal leave, the City shall make a payment adjustment to the employee when the City pays the active employees their retroactive adjustment.

### ARTICLE 10

#### 10.01 Prevailing Rights

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual written agreement.

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ARTICLE 11

11.01 Manpower

Manpower of all divisions shall be designated by the Director of the Department.

11.02

There shall be no reduction in the present number of Fire Companies currently in service without prior consultation between the Director and the Union.

11.03

The City and the N.F.O.U.' agree that it is desirable to protect the health and safety of the Fire Officers, Firefighters and the residents of the City of Newark.

11.04

Except when a temporary opening results due to vacations or sick, injury, or funeral leave, when the Fire Director determines that there is a vacancy to be filled due to the separation or promotion of an officer, the Fire Director shall fill that vacancy as soon as practicable. However, if the vacancy is not filled permanently, it will be temporarily filled with officers of the same rank subject to the availability of existing personnel of the same rank.\*

\* It is the intention of the parties that the following language, "subject to the availability of existing personnel of the same rank" refers to on-duty existing personnel.

ARTICLE 12

12.01 Hospitalization Medical/Surgical Rider J and Major Medical Coverages (active employees)

(a) The City agrees to continue to provide at its expense (except as otherwise provided herein) the following health insurance coverages during the term of this Agreement for all active employees and their eligible dependents in accordance with the current hospitalization plan and the Appendix attached hereto shall remain in full force and effect, with coverage for dependents until the end of the calendar year in which their twenty third (23rd) birthday occurs.

(b) The Medical-Surgical Plan shall be the P.A.C.E. Plan with Rider J (\$400.00 aggregate limit and Emergency Room Rider). With coverage for their dependents until the end of the calendar year in which their twenty third (23rd) birthday occurs.

(c) The current Major-Medical coverage with the Prudential Insurance Company will be increased to a lifetime maximum of \$250,000.00. The dependents of active employees shall be covered until the end of the calendar year in which their twenty third (23rd.) birthday occurs.

(d) Effective 1/1/94 all active employees and their eligible dependents shall be provided with an individual \$500,000 lifetime maximum on their Major Medical Coverage.

(e) Effective 5/1/93, a mandatory second surgical opinion plan, excluding all medical emergencies, shall be implemented as part of the uniform medical plan effecting Fire Officers.

(F) Effective 1/1/98 for active employees and those who retire on or after that date in connection with non-emergent admissions to a hospital, there shall be commenced a program known as Patient Admission Review as that program is presently administered under the present insurance practice conducted by Blue Cross/Blue Shield of New Jersey provided that such program shall not have any impact if appropriate procedures are followed, on coverage, premium payments, or any other items in connection with the insurance program.

#### 12.02 Pre-Paid Prescription Plan(active employees)

The City agrees to continue to provide at its expense (except as otherwise provided herein) a pre-paid prescription plan with a one dollar and fifty cents (\$1.50) co-payment during the term of this Agreement for all active employees and eligible dependents (dependent children are covered to age 23 effective January 1, 1987).

Effective 5/1/93, the prescription co-pay shall be increased from \$1.50 to \$5.00 per prescription for non-generic drugs.

#### 12.03 Dental Insurance Plan (active employees)

The City agrees to continue to provide at its expense (except as otherwise provided herein) a pre-paid dental insurance plan as more particularly described in Appendix page 27to29 hereof during the term of this Agreement for all active employees and their eligible dependents (dependent children are covered to age 23 as of January 1, 1987).

#### 12.04 Health Maintenance Organizations (active employees)

In the event the City is required to offer alternative coverage through a health maintenance organization, employees may exercise their option to select such alternative coverage. Any employee who chooses to join a health maintenance organization shall bear such costs of the health plan which exceed the costs of the regular City plan.

#### 12.05 Health Insurance For Retirees

(a) Hospitalization, Medical-Surgical, Rider "J"and Major Medical (retired employees)

Eligible retirees, with twenty-five years of continuous service, who retired on or after January 1, 1982, and their eligible dependents shall be entitled to the following coverages effective October 1, 1983: Blue Cross Group Comprehensive Plan; Blue Shield 14/20 Medical-Surgical Plan; Rider "J" (\$125.00 annual allowance); Medical and Accidental Emergency Room Riders; and Prudential Major Medical Plan. Said coverage is to continue until such time as the retiree attains the age of sixty-five (65) and is thereby eligible

for coverage under Medicare or Equivalent Coverage as described herein.

Effective 1/1/92, eligible retirees with twenty-five (25) years of service, who retire on or after 1/1/92 and their eligible dependents shall be provided with an individual lifetime maximum of \$500,000. on their Major-Medical Coverage.

Eligible retirees, with twenty-five years of continuous service who retired on or after January 1, 2000 and their eligible dependents, shall be entitled to the following coverages: The Medical-Surgical P.A.C.E. Plan with Rider J (\$125.00 aggregate limit and Emergency Room Rider). With coverage for their eligible dependent children until the end of the calendar year in which their nineteen (19th) Birthday occurs.

For the purpose of the health and medical benefits outlined in this section, dependent coverage for eligible children is as follows: Blue Cross Hospitalization Plan and the Blue Shield 14/20 Medical-Surgical Plan or P.A.C.E. Plan benefits cover eligible dependent children until the end of the calendar year in which their nineteenth (19th) birthday occurs. The Prudential 1400B Medical Surgical Plan and Major-Medical Plan benefits cover eligible dependent children until the date on which their nineteenth (19th) birthday occurs unless both of the following conditions are met: (a) the child is wholly dependent upon the retiree for support and maintenance; and (b) the child is enrolled as a full time student in an educational institution, in which case eligible dependent children shall be covered until the date on which their twenty-third (23rd.) birthday occurs.

Eligible retirees who have earned sufficient credits under the Social Security Program to be eligible for Medicare Part A coverage shall be reimbursed by the City for the purchase of Medicare Part B upon proper notification by the retiree to the City.

Eligible retirees who have not earned sufficient credits under the Social Security Program to be eligible for Medicare Part A coverage shall be provided Equivalent Coverage by the City upon proper notification by the retiree to the City. Medicare Part B premiums for these same eligible retirees shall be paid by the City upon submission by the retiree to the City of his/her initial Medicare Part B bill.

All eligible retirees shall receive, at the City's expense, for themselves and their eligible dependents, supplemental coverage for Medicare Part A (or Equivalent Coverage) Medicare Part B and integrated Major Medical.

Effective January 1, 2001

- 1) The City will pay zero percent of Medicare Part B. for all employees who retire on or after January 1, 2001.
- 2) All employees will pay \$ 10.00 per month towards retirement benefits effective January 1, 2001.

## (b) Pre-Paid Prescription Plan (retired employees)

Effective January 1, 1986, for employees who retired on or after January 1, 1986, and their eligible dependents, (dependent children are covered to age 23 effective January 1, 1987) the City agrees to continue to provide at its expense (except as otherwise provided herein) a pre-paid prescription plan with a one dollar and fifty cents (\$1.50) co-payment during the term of this Agreement.

Eligible retirees with twenty-five years of continuous service who retire on or after 1/1/98 and their eligible dependents, (dependent coverage for eligible children shall apply until the end of the calendar year in which the child's twenty third (23<sup>rd</sup>) birthday occurs) shall be entitled to a prescription plan with a \$1.50 co-payment per prescription on generic drugs and \$5.00 co-payment per prescription for non-generic drugs.

## (c) Dental Insurance Plan (retired employees)

Employees, who retired on or after January 1, 1982, and their eligible dependents, (dependent children are covered to age 23) shall continue to be covered under the dental insurance plan outlined in appendix page 27to29 of this agreement. Said coverage is to continue until such time as the retiree attains the age of seventy (70).

## 12.06 Life Insurance (Active Employees)

Effective on or after January 1, 1998 the \$5000.00 life insurance death benefit and the \$10,000.00 Accidental death and dismemberment coverage for active employees shall be terminated and the \$1,500.00 coverage for employees who retire on or after that date, shall be terminated.

## 12.07 Life Insurance (Retired Employees)

The Life Insurance benefit shall be a total of one thousand five hundred dollars (\$1,500.00) for retired employees who were retired prior to January 1, 1998. Said Death Benefit Insurance Coverage shall apply only to retired employees and not to their eligible dependents.

## 12.08

Any contract of insurance purchased by the City pursuant to this Article shall be administered in accordance with the underwriting rules and regulations of the insurance carrier. The City's liability shall be limited to the provisions of the carrier's contract only.

## 12.09

Effective December 31, 1985 any member covered by his Agreement who retired on or after January 1, 1985 on a disability retirement, with less than 25 years of service, shall be entitled to the same coverages set forth in Section 12.05 of this Article as provided to eligible retirees who retired from employment with 25 years of service or more.

12.10

The City reserves the right to change insurance carriers during the term of this Agreement so long as substantially similar benefits but no less than those presently in effect are provided by the new carrier. The City shall notify the Association if such change is to be made. In any event, there shall be no interruption of coverage for employees and their eligible dependents.

## ARTICLE 13

\*

13.01 Promotions (Delete 1999)

## ARTICLE 14

14.01 Management Rights

The City, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) To the executive management and administrative control of The City Government and its properties and facilities, and the activities of its employees.
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees.
- (c) To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

14.02

The exercise of the foregoing powers, rights, authority, duties or responsibilities of the City, the adoption of policies, rules, regulations and practices and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

14.03

Nothing contained herein shall be construed to deny or restrict the City of its rights, responsibilities and authority under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

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## ARTICLE 15

### 15.01 Rules and Regulations

The City may establish and enforce reasonable and just rules and regulations in connection with its operations of the various departments and maintenance of discipline, provided such rules and regulations are not in conflict with the provisions of this Agreement. Copies of new rules and regulations shall be furnished to the Union and opportunity for the discussion of the rules and regulations shall be afforded to the Union.

The Union shall have the opportunity to grieve the continuation of any rule or regulation for a period of thirty (30) calendar days after the execution date of this Agreement or the promulgation of any new rule or regulation thirty (30) calendar days after the promulgation and furnishing of same to the Union as to the reasonableness or propriety of said rule or regulation. The foregoing shall not preclude the Union from grieving the application or interpretation of any rule or regulation in accordance with Article 27.

It is understood that employees shall comply with all such rules and regulations. Employees shall promptly and efficiently execute the instructions and orders of officers and superiors. If an employee or employees believe a rule, regulation, instruction or order of an officer or other superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in Article 27 of this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an instruction or order of an officer or other superior, the City shall have the right, at its option, to suspend, discharge, or transfer the offending employee or employees, subject only to the right of the employee or employees to have the suspension or discharge but not the transfer treated as a grievance. This shall not operate as a stay of the suspension or discharge.

## ARTICLE 16

### 16.01 No Strike - No Lockout

During the life of this Agreement, the Union agrees that there shall be no strike of any kind, slowdown, sitdown, stay-in, boycott, unlawful picketing, work stoppage or any other type of organized interference, coercive or otherwise with the City of Newark's business, and further that the Union will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to publicly disavowing such action in the local newspapers and ordering all such members who participate in such

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activity to cease and desist from same immediately and to return to work along with such other steps as may be necessary under the circumstances, to bring about compliance with its order. In cases of such activity described herein, the City of Newark may impose disciplinary measures or discharge the employees directly or indirectly involved. In consideration of the foregoing, the City of Newark agrees not to lock out or cause to be locked out any employee covered under the provisions of this Agreement.

Nothing set forth above shall prohibit the Union from publicizing its aims and objectives by all lawful means.

## ARTICLE 17

### 17.01 Hours of Work ..

The work week for all employees who perform firefighting duties shall be an average of not more than forty-two (42) hours computed over periods of duty in an eight (8) week cycle based on the schedule of two (2) days of ten (10) hours each, followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours each and so on.

### 17.02

In accordance with the needs of the Department, the work week of the employees in the Alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy shall be assigned by the Director on the same basis as heretofore, but no more than forty-two (42) hours per week. Nothing in this section shall limit the Director in regulating or changing the specific hours of work.

## ARTICLE 18

### 18.01 Overtime

All overtime must be authorized by the Deputy Fire Chief or his designee.

Overtime shall be paid at the rate of time and one-half (1 1/2) above the normal rate of pay for all time worked in excess of forty-two (42) hours per week in accordance with Article 17.01. Overtime on a particular shift of less than fifteen (15) minutes duration shall not be compensated for. Overtime on a shift in excess of fifteen (15) minutes and up to and including thirty (30) minutes shall be paid for in the amount of thirty (30) minutes. Overtime on a shift in excess of thirty (30) minutes and up to and including one (1) hour shall be paid for in the amount of one (1) hour. Thereafter, overtime shall be paid for in segments of fifteen (15) minutes. The minimum call back pay shall be four (4) hours. All overtime pay to be paid without unreasonable delay.

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18.02

All employees in the alarm and Radio Division, Bureau of Combustibles, Special Services, Arson Squad, and Training Academy (employees working less than a forty-two (42) hour work week) shall be paid overtime at one and one-half (1-1/2) times the regular hourly rate of the Fire Fighting Force only after forty (40) hours have been worked in one week.

18.03

The City and the Union recognize that the Agreement between the parties which preceded and has been replaced by this Agreement provided for the payment of overtime at the rate of time and one-half (1-1/2) the employee's regular hourly pay. That provision was suspended in the preceding Agreement in view of the recent Superior Court decision involving the P.B.A. and the City of Irvington concerning such payment. With, however, the enactment of Senate Bill No. 381 permitting overtime payments at the rate of time and one-half (1-1/2) the City is now legally able to resume overtime payments at such rates and will do so prospectively from the effective date of the aforementioned legislation. (August 9, 1972)

18.04

Any employee required to appear in a judicial or administrative proceeding in connection with his duties on his time off shall be paid a minimum of three (3) hours at the employee's straight time rate. This payment shall cover all such appearances in any one day. Unless exonerated, this payment shall not apply to the Defendant in an inter-departmental hearing or his witnesses.

18.05

Overtime shall consist of scheduled, non-scheduled and emergency overtime.

(a) Scheduled Overtime

Scheduled overtime shall consist of overtime required for vacation periods and all sick leave extending more than one working tour.

(b) Non-Scheduled Overtime

Non-scheduled overtime shall consist of overtime for sick leave less than one working tour.

(c) Emergency Overtime

Emergency overtime shall consist of all overtime for emergencies other than scheduled and non-scheduled overtime.

A roster list shall be established and maintained by the Fire Department in each Deputy Division for scheduled and non-scheduled overtime. The list shall contain all officers by rank and seniority with tour and telephone numbers included.

Officer personnel assigned to line duty shall be drawn from their list for scheduled and non-scheduled overtime. A separate overtime roster shall be established and maintained for overtime work in the Telegraph and Line Division. Officers called for scheduled

overtime will be notified at least 24 hours prior to commencement of overtime and limited to two working days or nights. No officer will work more than 24 hours continuous duty on scheduled and non-scheduled overtime.

Tour number for overtime shall correspond to recall tour number in Fire Department Rules and Regulations. Officer personnel called for non-scheduled overtime must be able to report for duty at the commencement of the tour to be worked or forfeit his turn.

Overtime work, except in emergency, shall be voluntary. No employee shall be given a second opportunity at overtime until each name on the overtime list has been asked and either worked, refused, or forfeited overtime.

## ARTICLE 19

### 19.01 LONGEVITY

All employees of the Newark Fire Department covered by this agreement shall be paid longevity payments on a pro rated basis with each earned salary check during the calendar year at a percentage of his/her permanent salary to be computed as follows:

FIRST STEP: On the anniversary date of the commencement of the fifth (5th) year of service, 4%.

SECOND STEP: On the anniversary date of the commencement of the tenth (10th) year of service, 6%.

THIRD STEP: On the anniversary date of the commencement of the fifteenth (15th) year of service, 8%.

FOURTH STEP: On the anniversary date of the commencement of the twentieth (20th) year of service, 10%.

FIFTH STEP: On the anniversary date of the commencement of the twenty-fifth (25th) year of service, 12%.

SIXTH STEP: On the anniversary date of the commencement of the thirtieth (30th) year of service, 14%.

### 19.02

(a) Longevity shall be based on service with the city of Newark from the date of original appointment, temporary or permanent or C.E.T.A. or other provided there is uninterrupted service except as otherwise set forth.

(b) The longevity credit shall be automatic.

(c) The longevity credit shall be added to the salary and received by the employee at the time the longevity credit becomes due and shall be considered in total with salary and be computed for pension purposes.

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(d) There will be no longevity service credit for the period an employee is on leave of absence without pay, when such leave was requested by the employee to take employment elsewhere.

19.03

Additional compensation of any nature, including overtime, change of rate or payment for additional assigned duties will not be considered in computing longevity payments.

19.04

Any interruption of service due to a cause beyond control of the employee including, but not limited to, layoffs and /or for military service, injury and/or illness, and/or otherwise, shall be considered as service for the City of Newark for the purpose of determining the completion of said cumulative periods of years with the City of Newark. If there is an interruption in service other than the foregoing, service prior to the interruption shall be computed towards total service.

19.05

Such additional longevity payment shall be paid notwithstanding the maximum salary provided for such office or employment by ordinance.

19.06

The above program shall be considered as above and beyond any promotion in any title of any employee during his/her term of service. Each longevity credit shall be based on current salary and the same percentage shall be paid each succeeding year until he/she reaches next step.

## ARTICLE 20

### 20.01 Clothing Maintenance Allowance

All employees of the Newark Fire Department covered by this Agreement shall be entitled to an annual clothing maintenance allowance of \$950.00. This payment is to be made on the first non-pay Friday in December.

## ARTICLE 21

### 21.01 Training of New Officer Personnel

The City agrees to maintain an officer administrative and training course for both present officers and potential officers taken from a certified Civil Service list. Such course shall be approved by the Director/Fire Chief in consultation with the Union.

## ARTICLE 22

## 22.01 Safety and Accident Review Committee

The City agrees to institute an effective safety program with a Safety Committee/Accident Review Board comprised of the Fire Director/Fire Chief, Safety Officer, two representatives appointed by the Union representing the Fire Officers and one representative appointed by the Union representing the Firefighters. Wherever practicable, the recommendations from this committee will be implemented as soon as possible.

## ARTICLE 23

## 23.01 Riots and Duties of Police

The City shall not assign any employee covered by this contract to such duties as school crossing guards, police patrol duties, or supervision over such police functions. This shall not prohibit the use of such employees as supervisors in the Arson Squad or to issue traffic summonses as set forth under State Law.

## 23.02

The City shall not require any employee to use hose streams or any other method actively to take part in the quelling of any civil disorder. This clause is not intended to interfere with the usual and regular performance of an employee's firefighting duties.

## ARTICLE 24

## 24.01 Mutual Aid

The City shall see that employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State Law.

## 24.02

The City shall not require employees covered by this contract to relocate personnel and apparatus on a standby basis to other communities whose Firefighters or Officers are engaged in a job action. This will not preclude the use of personnel and apparatus of the City of Newark to suppress an actual fire when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder.

## ARTICLE 25

## 25.01 Non-Fire Fighting Activities

Fire apparatus and/or fire department personnel shall not be required to participate in community relations activities without prior consultation with the Union.

## ARTICLE 26

## 26.01 Fire Labor-Management Committee

A Fire Labor-Management Committee shall be established for the purpose of discussing at mutually agreeable times, matters of mutual concern but not to include amendment of this Agreement. This committee shall be limited to no more than four labor and four management members and shall meet, except by mutual waiver in writing, no less than once every two months at a date agreed upon by the Fire Director and the President of the Union.

## ARTICLE 27

## Grievance Procedure And Arbitration

## 27.01 Procedure

Step #1 In the event that any difference or dispute should arise between the City and the Union or any employee or employees over the application and interpretation of the terms of this Agreement, or over the interpretation, application or violation of the departmental policies, agreements, or administrative decisions, which affect working conditions of an employee or employees, an earnest effort shall be made to settle such differences between the aggrieved employee or employees and his/her or their immediate superior within thirty (30) calendar days of the occurrence giving rise to the grievance.

Step #2 If no satisfactory agreement is reached within the prescribed thirty (30) calendar days, then the grievance shall be reduced to writing and submitted to the employee's Battalion Chief and Deputy Chief or corresponding officers in the Fire Alarm and Telegraph Division and Fire Prevention Bureau.

Step #3 If no satisfactory agreement is reached within five (5) calendar days, then a conference will be arranged with the Chief of the Department.

Step #4 Should no acceptable agreement be reached within an additional five (5) calendar days, then the matter shall be submitted to the Director who shall have ten (10) days to submit a decision.

The aggrieved employee has a right to representation by an official of the Union in Steps #2, #3, and #4 above.

Step #5 Arbitration. Within two (2) weeks of the transmittal of the written answer by the Director, and if the grievance is not settled to the satisfaction of both parties, either party to the Agreement may request that the grievance be submitted to arbitration as hereinafter set forth.

However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision by the Director. In the event the aggrieved elects to pursue Civil Service Procedure and invokes his/her rights and remedies under Civil Service Law, Rules and Regulations and Procedures, the arbitration hearing shall be

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canceled and the matter withdrawn from arbitration. An employee who elects to proceed to arbitration shall be deemed to have waived his/her right to proceed under Civil Service Law, Rules, Regulations and Procedures. In the event of any unresolved grievance, either party may submit such grievance to the New Jersey State Board of Mediation for the appointment of an impartial arbitrator in accordance with its Rules and Regulations. The arbitrator shall have the authority to hear and determine the grievance, and his/her decision shall be final and binding on all parties. The arbitrator shall have no right to vary or modify the terms and conditions of the Agreement and shall decide the dispute within thirty (30) days after the hearing has been closed. The expense of arbitration shall be borne equally by the parties.

#### 27.02 City Grievances

Grievances initiated by the City shall be filed directly with the Union within ten (10) days after the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) days after filing a grievance between the representatives of the City and the Union in an earnest effort to adjust the differences between the parties. In the event no such adjustment has been satisfactorily made, either party may file for arbitration in accordance with the provisions of this Article.

#### 27.03 General Provisions

(a) Nothing contained herein shall prevent any employee from presenting his/her own grievance and representing himself/herself providing notification of all meetings, steps, and grievance answers are given to the Union and the Union is given the opportunity to be present and participate at all steps of the grievance procedure.

(b) The steps provided for herein may be waived by mutual agreement of the parties.

(c) If the City fails to meet and/or answer any grievance within the prescribed time limits as hereinbefore provided, such grievance may be processed to the next step.

(d) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to terminate a grievance at any step except Steps #1 and #2 shall be final. No decision shall be binding upon the Union unless it participates in the grievance and processes the grievance through its representatives.

#### 27.04 Union Grievances

The Union may initiate a grievance within thirty (30) calendar days of the occurrence giving rise to the grievance or within thirty (30) calendar days of the time the occurrence is known to the Union, whichever is later. The Union may submit a grievance at Step #4 by submission directly to the Director upon mutual written confirmation of the parties and the time limits set forth therein shall prevail.

## 27.05 Disciplinary Grievance

A grievance over minor disciplinary action, as this term is defined by Department of Personnel rules and regulations, shall proceed through the grievance arbitration procedure provided by this article. All major disciplinary action shall proceed through the hearing procedures provided by Civil Service statutes, Merit System Board and Office of Administrative Law rules and regulations. Any employee who, as a result of a disciplinary action, receives a penalty of 5 days or less shall have the right to have the matter subjected to the grievance procedure.

## ARTICLE 28

### 28.01 Duration

This Agreement as herein amended and supplemented shall be effective as of January 1, 1999 and shall remain in full force and effect through December 31, 2003, and thereafter from year to year until terminated. It may be terminated at the end of the term of this contract by notice in writing by one party served thirty (30) days prior thereto upon the other party.

### 28.02 Negotiations

On or after July 1, 2003, and prior to October 1, 2003, either party may serve notice upon the other party of a desire to change, modify or terminate the Agreement. In the event that the parties have not achieved a mutually satisfactory agreement by November 1, 2003, the parties will file a joint request, in writing, for the appointment of a mediator with the Public Employment Relations Commission pursuant to Chapter 303, Public Laws of 1968. The aforementioned date may be extended by mutual agreement of both parties.

### 28.03 Negotiations Procedure

The parties agree to meet at reasonable times during the period between the opening of negotiations and November 1, 2003, in good faith effort to conclude negotiations amicably. The parties further agree that Minutes of each negotiation's session or a Memorandum of such session shall be agreed upon by the parties and initialed at the subsequent negotiation's session.

## ARTICLE 29

### 29.01 Savings Clause

In the event that any provision of this Agreement shall at any time be declared invalid by Legislative act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

29.02

The Association shall be responsible for acquainting its members with the Provisions of this Agreement, and shall be responsible for the adherence of the terms of this Agreement by its members during the life of this Agreement.

#### ARTICLE 30

##### 30.01 Fully Bargained Provisions

This Agreement represents and incorporates the complete and final understanding and settlement by the parties. During the term of this Agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

30.02

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

## SALARY APPENDIX

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## SALARY SCHEDULE NEWARK FIRE CAPTAIN

Step	1/1/99	1/1/2000	1/1/2001	1/1/2002	1/1/2003
First	60,014.00	62,265.00	64,600.00	66,861.00	68,867.00
Second	61,682.00	63,995.00	66,395.00	68,719.00	70,780.00
Third	63,349.00	65,725.00	68,189.00	70,576.00	72,693.00
Fourth	69,406.00	72,008.00	74,709.00	77,324.00	79,643.00
Fifth	69,406.00	72,008.00	74,709.00	77,324.00	79,643.00
Senior*	71,487.00	74,168.00	76,949.00	79,643.00	82,032.00

\* Senior step pay commences on the first day of the sixth year in rank.

## SALARY SCHEDULE NEWARK BATTALION CHIEF

Step	1/1/99	1/1/2000	1/1/2001	1/1/2002	1/1/2003
First	74,261.00	77,046.00	79,935.00	82,733.00	85,215.00
Second	76,362.00	79,226.00	82,197.00	85,074.00	87,626.00
Third	78,465.00	81,407.00	84,460.00	87,416.00	90,039.00
Senior*	80,818.00	83,849.00	86,993.00	90,038.00	92,739.00

\* Senior step pay commences on the first day of the sixth year in rank.

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## DENTAL APPENDIX

### Dental Plan Benefit Specifications

1. The plan must cover the I.A.F.F. member, their spouse, and their dependents to age 23.
2. The plan must allow the members to go to the dentist of their choice.
3. Payment by the plan must be based upon the N.J. Dental Association's definition of Usual, Customary, and Reasonable charges:

Usual- the "Usual" fee is the fee regularly charged for a given service by an individual dentist to his/her private patients (i.e., his/her own usual fee).

Customary- A fee is "Customary" when it is within the range of usual fees charged by dentists of similar training and experience for the same service, within that same specific and limited geographical area.

Reasonable- A fee is "Reasonable" when it meets the above two criteria and when, in the opinion of the plan it is justifiable considering the special circumstances of the particular case in question.

4. The Customary, Usual, and Reasonable payments must be based upon the pre-filing of fees, with the plan, for procedures performed by the dentist. At least 80% of the dentist in the State of N.J. must have signed participating agreements and submitted a pre-filed fee schedule with the plan, so that the percentage of co-payment by the member of his/her dependent is constant for all members of the I.A.F.F.
5. Replacement of Missing Teeth Benefits- teeth which are missing prior to joining the plan will be covered under the plan.
6. The plan must cover the new work on pre-existing dental problems, or prior dental work (e.g. replacement of a filling, repair of a bridge, etc.).
7. The plan must provide Orthodontic Benefits of up to \$1,000.00 per I.A.F.F. member, and for each individual dependent. This \$1,000.00 per case treated shall be in addition to the other coverage provided. There shall be no deductible in the Orthodontic Benefits. Additionally, the Orthodontic Benefit shall provide for a "pro-rating" of incomplete Orthodontic work, upon entrance into the plan. (This provision provides for the plan to cover Orthodontic work started but not completed before entry into the plan).

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8. Benefit Schedules (see below)

		Plan Coverage	Patient's Share
Preventive	(See Addendum #1)	100%	-0-
Diagnostic	"	100%	-0-
Oral Surgery	"	80%	20%
Gen. Anesthesia	"	80%	20%
Restorative	"	80%	20%
Endodontic	"	80%	20%
Periodontic	"	80%	20%
Orthodontic	"	100% of the first \$1000 Per case	-0-

9. Limitations- (see addendum # II and # III)

10. Exclusions- (see addendum # III)

Schedule of Benefits

The dental program covers the following Schedule of Benefits when services are rendered by a licensed dentist and when necessary and customary as determined by the standards of generally accepted dental practice.

1. Basic Benefits

Preventive

Prophylaxis as required, but not more often than once in any six month period.

Topical application of fluoride solutions to age 19.

Space maintainers.

Diagnostic

Procedures to assist the dentist in evaluating existing conditions to determine required dental treatment 100%.

Oral Surgery

Procedures for extractions and other oral surgery procedure including pre- and post-operative care. 80%

General Anesthesia

When administered for a covered oral surgery procedure performed by a dentist. 80%

Restorative

Provides amalgam, synthetic, porcelain, and plastic restorations for treatment of carious lesions. 80%

Crowns, inlays, and gold restorations will be provided when teeth cannot be restored with the above materials.

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Periodontic

Procedures for treatment of tissues supporting the teeth. 80%

II. Prosthodontic Benefits

Procedures for construction of bridges, partial and complete dentures.

III. Orthodontic Benefits- 100% up to \$1000 per family member.

Procedures performed by a licensed dentist for eligible dependent children involving the use of an orthodontic appliance for treatment of malalignment of teeth and/or jaws which significantly interfere with their functions. Payment and benefits will cease at age 19, or at age 23 if the dependent child is a full-time student.

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## SELECT HOSPITAL NETWORK APPENDIX

In the event that the number of Select Hospital Network hospitals is reduced below 50, not including reduction by consolidation, merger or voluntary or involuntary dissolution, the City will conduct a search for replacement coverage with another carrier providing substantially similar costs at the time of this reduction, if the City finds a carrier providing substantially similar benefits at substantially similar costs at the time of this reduction. The City agrees to enter into an agreement to provide the aforementioned benefits. If such a carrier cannot be found or if any other disputes arise concerning interpretation, application, implementation, or alleged violations of this paragraph, the parties shall be left to their remedies under Article 27 of the Collective Bargaining Agreement.

All other provisions of the Prior Agreement (the current collective bargaining agreement) shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Newark, New Jersey on this \_\_\_\_\_ Day of \_\_\_\_\_ 2000.

ATTEST:

ROBERT P. MARASCO  
CITY CLERK

JOHN K. D' AURIA  
PERSONNEL DIRECTOR

APPROVED AS TO FORM:

MICHELLE HOLLAR-GREGORY  
CORPORATION COUNSEL

PAUL L. KLEINBAUM, ESQ.  
COUNSEL, LOCAL 1860

SHARPE JAMES  
MAYOR

STANLEY KOSSUP  
FIRE DIRECTOR

JOANNE Y. WATSON  
BUSINESS ADMINISTRATOR

NEWARK FIRE OFFICERS UNION  
LOCAL 1860  
I.A.F.F. AFL-CIO-CLC

PATRICK DOHERTY  
PRESIDENT

JOHN B. SANDELLA  
VICE PRESIDENT

2/11/07

Draft: June 7, 2007 (Additions are in **bold**, deletions are *italicized and underlined*.)

## MEMORANDUM OF AGREEMENT

### BETWEEN THE CITY OF NEWARK, NEW JERSEY - AND - NEWARK FIRE OFFICERS UNION INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 1860 AFL-CIO

**WHEREAS**, the City of Newark ("City") and the Newark Fire Officers Union, International Association of Firefighters, Local 1860 AFL-CIO ("NFOU") are parties to an agreement ("Old Agreement") with regard to the terms and conditions of employment for certain Officers employed by the Newark Fire Department; and

**WHEREAS**, the Old Agreement expired December 31, 2004 and the parties are entering into a new agreement ("New Agreement") for the period commencing January 1, 2005; and

**WHEREAS**, the parties desire to set forth herein the terms of the New Agreement;

**NOW, THEREFORE**, the City and the NFOU, on this \_\_\_\_\_ day of April, 2007, enter into this Memorandum of Agreement:

1. All the terms and conditions of the Old Agreement between the parties, as modified by the Memorandum of Agreement executed on or about February 27, 2002, which terminated December 31, 2004, **and the Agreement between the City and the Deputy Chiefs**, shall remain in effect unless changed by this New Agreement.
2. This New Agreement will be recommended by the signatories to their respective principals – **the City Council and membership of the NFOU** – for ratification and is subject to that ratification taking place. The parties shall seek to have ratification take place as soon as possible and no later than 30 days from the date hereof.
3. This New Agreement shall be effective, binding and implemented upon ratification.
4. Notwithstanding that this New Agreement will be binding upon ratification, a comprehensive document will later be prepared incorporating the terms of the Old Agreement as changed by the New Agreement. **The parties agree to use their best efforts to sign the New Agreement no later than 60 days after ratification.**

#### 5. SALARY

The following across the board wage increases shall be made during the term of this Agreement for all current unit employees, active and retired, and for members who have retroactive compensation due in accordance with Article 9.09, and shall be retroactive:

January 1, 2005 – 4%  
January 1, 2006 – 4%  
January 1, 2007 – 4%  
January 1, 2008 – 4%

Retroactive payments will be made not later than **October September** 1, 2007.

## 6. ARTICLE 2

In Section 2.01, Union Representation, delete the following job titles (these positions no longer exist): Assistant Fire Chief of Fire System Maintenance and Construction, Chief of Fire Apparatus, Supervising Fire Prevention Specialist and Supervising Fire Prevention Inspection. Add Deputy Chiefs to the recognition clause.

## 7. ARTICLE 4

In Section 4.03, provide for the direct deposit of union dues into the union account.

## 8. ARTICLE 5

Add to Section 5.01: “Exchanges will be limited to one shift of 10, 14 or 24 hours within each 8 day cycle. A 24 hour shift swap may be covered by two officers working split shifts of 10 and 14 hours. The Director will publish the perpetual calendar to establish the 8 day cycle.”

Add to Section 5.01: “The employee to be replaced remains responsible for coverage of the shift.”

Add to Section 5.01: “Requests for exchanges may be denied for training purposes.”

In Section 5.02, add the following sentence: “In the event of an emergency, the City has the prerogative to transfer an employee without prior consultation.”

Add to Section 5.02: At least 15 days notice will be provided for permanent transfers and tour changes.

In Section 5.03, delete references to the following obsolete staff function areas: Bureau of Combustibles, Community Relations and Planning and Research. Add references to Special Operations and Administrative Services.

## 9. ARTICLE 6

In Section 6.01, Compassionate Leave, delete all references to “commanding officer” and replace with the phrase “Deputy Chief.”

In Section 6.01, Compassionate Leave, in the second paragraph, add the word “special” between “very” and “relationship” in the third sentence.

In Section 6.01, Compassionate Leave, add a new paragraph as follows: "In the event of a death in the employee's immediate family as defined above, said employee will be granted time off not to exceed five (5) calendar days, said leave may not extend more than one (1) week beyond the funeral."

In Section 6.01, Compassionate Leave, add a new paragraph as follows: "Reasonable verification of the event and the familial relationship (such as death certificates, obituaries, etc.) may be requested within five (5) calendar days of the employee's return to work."

In Section 6.02, Compensatory Time, delete the first paragraph and replace it with the following: "Employees of the Fire Department shall receive compensatory time of three (3) split days (10 hours) or three (3) split nights (14 hours) per year. This time shall be regulated by the Director of the Department. Such time shall not be accumulative on a yearly basis unless an employee is denied any part of these three (3) split days or nights by the Director, in which case that balance shall be added to the following year. Denial of said days shall not exceed two (2) years without financial remuneration for each day accumulated at the daily rate of the employee."

In Section 6.02, Compensatory Time, delete the second paragraph and replace it with the following: "Members must request a minimum of one (1) split compensatory day or night in the six month period from January through June and the remaining two (2) split days or nights shall be taken during the period July through December. No personal days will be permitted during the summer vacation pick period, the beginning of the third week of May through the end of the fourth week of September, absent the approval of the Director."

In Section 6.02, Compensatory Time, in the third paragraph, delete the word "and" in the first line and replace it with "which."

Add a new Section 6.03 as follows: "A split day shall be defined as either a ten (10) hour day shift or a fourteen (14) hour night shift."

## 10. ARTICLE 7

Delete Section 7.04 and replace it with the following language from the 2002 Memorandum of Agreement: "The accumulated compensatory time due for holidays for the period 7/1/65 to 12/31/70 pursuant to Executive Orders #236 and #241 shall be taken at the discretion of the Director and if not so taken during the period of employment shall be granted as compensatory time leave upon age and service retirement and special retirement. It is understood and agreed that the provisions of Executive Orders #236 and #241 have terminated as of January 1, 1971. Remain 2 for 1."

### Delete Section 7.05.

In Section 7.06, delete the first sentence and reword as follows: "Effective January 1, 2007, all members assigned to units that are actively engaged in fire suppression (actually fighting fires), plus two (2) union officials assigned to the office on full release, shall receive hazardous duty

pay in the amount of \$1,253.00 annually. (This is an increase from \$953 in the previous contract.) In addition, the two union officials assigned to the office on full release shall receive retroactive hazardous duty pay in the amount of \$953.00 per year for 2005 and 2006."

## 11. ARTICLE 8

Delete Sections 8.01 and 8.O1A of the current agreement and replace with new section 8.01 that includes references to Deputy Chief and more clearly defines the current vacation schedule as follows:

### 8.01 Vacation

The vacation period for the Officers and Members of the Department earned in accordance with the decision of Joseph F. Wildebush on December 1, 1973, shall begin on February 1st of each year and remain in effect until January 31st of the following year.

The following schedule shall be observed:

<b>Deputy Chiefs</b>	<b>12 workdays</b>
<b>Battalion Chiefs day</b>	<b>11 workdays plus 1 split</b>

Refer to Article 6.03 defining a split day.

Any Captain promoted to Battalion Chief on or after January 1, 2000 will remain at eleven (11) vacation days.

<b>Captains</b>	<b>11 workdays</b>
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Any Captains promoted from firefighter on or after January 1, 2000 shall observe the following schedule.

<b>Up to the completion of 5 years service</b>	<b>7 workdays</b>
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<b>After the completion of 5 and up to the completion of 15 years service</b>	<b>8.5 workdays</b>
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<b>From the completion of 15 to the completion of 19 years service</b>	<b>9.5 workdays</b>
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**After completion of 19 years service 10 workdays.**

Add the following language to Section 8.02: "Deputy Chiefs shall choose among themselves but not more than two (2) field deputy chiefs shall be on vacation at one time."

In Section 8.03, delete the third paragraph (the paragraph following the paragraphs labeled (a) and (b)) and reword as follows: "The total number of Captains on vacation during the summer period at the same time shall not exceed two (2) in number for each tour in each battalion.

In Section 8.03, delete the fifth paragraph which references Fireboat #1.

Delete Section 8.04 and reword as follows: "The summer split vacation period consisting of three (3) working days will apply to all ranks of the Department and shall be between the third week of May and the fourth week of September of each year. The schedule for each tour for the summer split will be issued in a regular Department notice by December 15<sup>th</sup> of the previous year."

In Section 8.05, in the fourth paragraph from the end of the section, change the date vacation schedule reports are to be filled out and forwarded to the Director and Fire Chief to February 1<sup>st</sup> of each year, provided a correct vacation selection notice is issued by December 15 of the previous year..

In Section 8.05, in the third paragraph from the end of the section, delete the last sentence.

*✓*  
Add a new section 8.06 as follows: "Officers who have vacation days changed as a result of the move to the new schedule shall be allowed to re-pick those days affected by the change. Selections shall be made according to availability on their shift in their battalion, by seniority, in accordance with Section 8.03." *8.02*

## 12. ARTICLE 9

In Section 9.01(f), clarify that the time off from duty is limited to when the grievance committee is meeting with the City.

In Section 9.01(g), add the following phrase to the beginning of the section: "Limited to the availability of rovers,..."

Delete Section 9.03, Military Leave, and reword as follows: "Employees shall be granted military leave pursuant to N.J.S.A. 38:23-1 et seq. and N.J.S.A. 38A:4-4, which are incorporated herein by reference, or as otherwise required by State or Federal law."

In Section 9.05, add the following : "Employees will be required to provide a note from a physician for any absence due to illness of longer than two (2) consecutive working shifts of twenty-four (24) hours."

In Section 9.07, increase notice required for pre-retirement leave to sixty (60) days.

Delete Section 9.08 and reword as follows: "At the employees option, each year two (2) vacation days of twenty-four (24) hours may be used or accrued for terminal leave or lump sum. A maximum of forty-eight (48) hours per year may be accrued in this manner."

In Section 9.09, delete the fourth paragraph and reword as follows: "This sum of money will be paid to employee within 30 days of separation."

In Section 9.09, delete the fifth paragraph and reword as follows: "In the event the employee is entitled to a payment that encompasses two (2) fiscal years, the first payment shall be made within 30 days of the date of separation and the second payment shall be made by the end of January of the subsequent year."

### 13. ARTICLE 11

Delete Section 11.04 and reword as follows: "When a position in the field becomes vacant, for any reason, even if only temporary for absence due to illness, vacation, leave or for any other reason, it shall be filled by an officer of equal rank, except for emergencies which occur during a work shift."

### 14. ARTICLE 12

*Oct. 1, 2007*  
In Section 12.01 add the following: "Effective ~~on the first day of the month immediately following the 30<sup>th</sup> day after ratification of this Agreement by both parties, major medical all~~ health insurance benefits provided to employees and their eligible dependents shall be subject to a \$250 annual deductible."

*Oct 1, 2007*  
In Section 12.01, effective ~~on the first day of the month immediately following the 30<sup>th</sup> day after ratification of this Agreement by both parties,~~ increase the maximum major medical lifetime benefit for active employees to \$1,000,000.00."

*effective Oct 1, 2007*  
In Section 12.02, effective ~~on the first day of the month immediately following the 30<sup>th</sup> day after ratification of this Agreement by both parties,~~ increase the prescription co-pays for active employees and their dependants to \$5.00 for generic drugs and \$10.00 for non-generic drugs.

*Oct. 1, 2007*  
In Section 12.05, add the following: "Effective ~~on the first day of the month immediately following the 30<sup>th</sup> day after ratification of this Agreement by both parties, major medical all~~ health insurance benefits provided to retirees and their eligible dependents shall be subject to a \$250 annual deductible, ~~for which~~ ~~for which~~ ~~eligibility shall~~ ~~be same as in the FF agreement.~~"

*Oct. 1, 2007*  
In Section 12.05, effective ~~on the first day of the month immediately following the 30<sup>th</sup> day after ratification of this Agreement by both parties,~~ increase the maximum major medical lifetime benefit for future retirees to \$1,000,000.00," ~~for which~~ ~~eligibility shall~~ ~~be same as in the FF Agreement.~~

Oct. 1, 2007

In Section 12.05, effective ~~on the first day of the month immediately following the 30<sup>th</sup> day after ratification of this Agreement by both parties~~, increase the prescription co-pays for retirees and their dependants to \$5.00 for generic drugs and \$10.00 for non-generic drugs, ~~for which clause shall be save as in FF Agmt.~~

Add a new Section as follows: "Cash Waiver Incentive Program". Effective January 1, 2007, implement a voluntary cash waiver incentive program, by which employees would receive a pro-rata payment equal to 10% of the annual premium for each benefit plan that is waived at the end of the calendar year, so long as proof of alternative coverage is submitted. If an employee who is the spouse of another City employee must waive his/her spouse's plan by virtue of the clause below, the pro-rata payment shall be equal to 5% of the annual premium. In all cases, the annual payment shall be made in December of any calendar year. In the event of divorce, or loss of alternate coverage, the employee who voluntarily waived his/her cash payment will be allowed to re-enroll in the benefit plans effective the first day of the following month and receive a pro-rata share of the annual premium payment in December of that given year, so long as proof of the loss of alternate coverage is submitted.

Add a new Section as follows: Effective January 1, 2007, when an employee who is represented by this bargaining unit is married to another City employee, only one spouse shall be entitled to be a subscriber under any benefit plan offered by the City, and the other spouse shall be entitled to dependant coverage under the plan of the subscriber spouse. If the benefit plans of the labor contract(s) are equal, the subscriber shall be the employee with the earliest date of birth in the calendar year. If the benefit plans under the two labor contracts differ, the contract with the higher benefit level will prevail. When one employee retires, the remaining active employee becomes the primary subscriber; the retiring spouse becomes the dependant. When they are both retired and one spouse dies, the retiree will be allowed to enroll as a primary subscriber for the benefit plans to which he/she is entitled. In the event of divorce or the death of the primary subscriber, the dependant shall be allowed to enroll for the benefit plans to which he/she is entitled.

Add a new Section as follows: There shall be a \$25,000.00 payment to a spouse or, if the spouse is deceased, the eligible dependents of an employee killed in the line of duty.

Oct. 1, 2007

Add a new Section as follows: The dental benefit, effective ~~on the first day of the month immediately following the 30<sup>th</sup> day after ratification of this Agreement by both parties~~, shall be increased by \$500.00 to \$1,500.00.

*effective Oct. 1, 2007*

Add a new Section as follows: ~~Effective on the first day of the month immediately following the 30<sup>th</sup> day after ratification of this Agreement by both parties~~, Dependent coverage for active employees, and those active employees who retire in the future, is confirmed as to active employees and extended to retirees as follows: Where the dependent coverage applies to dependents to age 23, it shall remain in effect through the end of the calendar year in which the dependents' 23<sup>rd</sup> birthday occurs so long as (a) the dependent is wholly dependent upon the employee for support and maintenance; and (b) the child is enrolled as a full-time student in an educational institution.

*This includes PACE,  
Rider J, +  
Gregg Ross  
Rider*

*is of some effect  
date a FF Agmt*

The word "continuous" as it refers to the twenty-five years of service required for certain benefits shall be deleted for active employees and those employees who retire in the future.

Oct 1, 2007

on or after Jan 1,

2007

Add a new section as follows: Effective ~~July 1, 2007, 30 days after ratification of this Agreement~~, reimbursement for Medicare Part B shall be provided to employees who retire after ~~that date~~ January 1, ~~2007~~. (It is intended that there is to be no retroactive reimbursement for any period prior to July 1, 2007).

2005

## 15. ARTICLE 17

Delete section 17.01, Hours of Work, and replace it with the following: "The normal work week for all employees who perform firefighting duties shall consist of an average of not more than forty-two (42) hours per week over an eight (8) week cycle. The work schedule will be a twenty-four (24) hour shift on duty immediately followed by seventy-two (72) hours off duty, which is again immediately followed by a twenty-hour (24) hour shift on duty, and so on. The twenty-four hour shift shall commence at 8 a.m. and conclude at 8 a.m. the following day. This shift will be implemented as soon as practical but no later than ~~July 9 or August 6~~ July 1, 2007."

Sept 3

Oct 29

In Section 17.01, add the "recall schedule" to the section.

Add the following paragraph to section 17.01: "Time off shall be converted to reflect the new schedule and ~~shall be appropriately prorated as applicable, this conversion~~ is not intended to add or reduce time off."

Delete section 17.02 of the Agreement and section 17.03 from the February 27, 2002 Memorandum of Agreement and replace them with the following:

**"Section 17.02.** The Director has the discretion, in accordance with the needs of the Department, to schedule officers not assigned to field units (officers not actually fighting fires) to work five (5) consecutive shifts of eight (8) hours or four (4) consecutive shifts of ten (10) hours, **Monday through Friday.** Officers in units such as Arson, Special Services, Safety, etc. that work on a tour/Shift shall be scheduled in accordance with Section 17.01.

**Section 17.03.** When personnel movements cause an employee to work more than an average of 42 hours in an eight (8) day cycle as identified in the eight (8) day cycle perpetual cycle calendar, the employee shall be paid for all time in excess of forty-two (42) hours at the regular overtime rate of the employee.

Delete sections 17.04, 17.05 and 17.06 from the February 27, 2002 Memorandum of Agreement.

## 16. ARTICLE 18

In Section 18.01, delete "Deputy Fire Chief" in the first sentence and replace with "Director."

In Section 18.05, add the following: "Except when the Director has declared an emergency, no employee is permitted to work more than forty-eight (48) consecutive hours."

In Section 18.05, add the following: "Overtime payments shall be made no later than ~~sixty (60)~~<sup>30 days</sup> from the date the overtime is performed." *K*

Add a new Section 18.06 as follows: "Officers assigned to staff positions outside the Firefighting Division working a schedule of less than a 42 hour work week, such as those described in article 18.02, will continue to be paid overtime at one and one half (1-1/2) times their regular hourly rate after 40 hours per week. A separate overtime list will be established for these officers by seniority from which these officers can be drawn to fill field overtime positions. Any overtime worked in a position other than in the Firefighting Division shall have the number of hours deducted from their field overtime opportunity."

Every effort will be made to schedule staff overtime in field assignments on the shift/tour covered by the shift/tour with the most overtime worked so that staff overtime worked in the field will act to equalize field overtime on all shifts to the highest degree possible."

## 17. ARTICLE 19

Add the following language to Section 19.02(a), "For all members hired on or after July 30, 1996, longevity shall be based on service with the City of Newark from the date of hire, whether temporary, permanent, C.E.T.A. or other, provided there is uninterrupted service except as otherwise set forth." delete the words "original appointment" and replace with the word "hire."

## 18. ARTICLE 20

In Section 20.01, effective January 1, 2005, increase the clothing maintenance allowance by \$75.00 to \$1,025.00.

*Same as FF Benefit*

Add a new Section 20.02 as follows: Effective ~~January 1, 2007~~ there shall be a \$1,250.00 stipend payment annually for those members who serve in the Decon Units and the Arson Squad. Members must serve a minimum of three (3) full calendar months in the unit to be entitled to the stipend.

Add a new Section 20.03 as follows: Effective January 1, 2007, there shall be a stipend of \$2,500.00 annually for those members who are certified as divers and serve as divers on the SCUBA/Dive Team. Members must serve a minimum of three (3) full calendar months in the unit to be entitled to the stipend.

## 19. ARTICLE 22

In Section 22.01, increase the number of committee members appointed by the Union representing the Firefighters to two (2).

*In Section 22.01 delete the last sentence. JST*



## **20. ARTICLE 25**

Delete Section 25.01, Non-Fire Fighting Activities.

## **21. ARTICLE 27**

*In Section 27.02, City Grievances, reword the first sentence as follows: "Grievances initiated by the City shall be filed directly with the Union within ten (10) days after the event giving rise to the grievance has occurred, except that disciplinary grievances may be brought within ninety (90) days after the event giving rise to the grievance has occurred."*

*In Section 27.03, General Provisions, delete subparagraph (a).*

## **22. ARTICLE 28**

In Section 28.01, Duration, change the effective date of the Agreement to January 1, 2005 and the termination date to December 31, 2008.

In Section 28.02, Negotiations, change the three dates in the section to July 1, 2008, October 1, 2008 and November 1, 2008 respectively.

In Section 28.03, Negotiations Procedure, change the date to November 1, 2008.

## **23. ARTICLE 31**

Add a new Article 31, Legal Defense, as follows: "The City shall provide legal defense to employees in accordance with N.J.S.A. 40A:14-28, which is incorporated herein by reference."

## **24. ARTICLE 32**

Add a new Article 32 as follows:

The City shall provide the union with the following information:

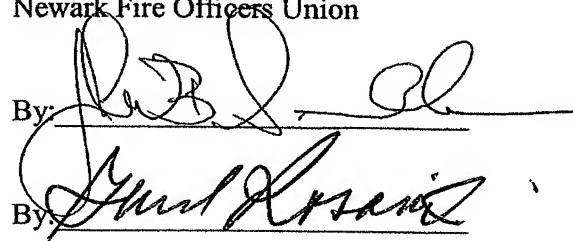
1. The Fire Department annual report when submitted to the Mayor.
2. The City Management and Financial Plan when submitted by the Mayor to the council.
3. Overtime data on computer disk as is currently being provided monthly.

## **25. The City and NFOU will cooperate and work together on any retroactive pay adjustments for active and retired members.**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on this  
\_\_\_\_ day of April, 2007.

Newark Fire Officers Union

By:

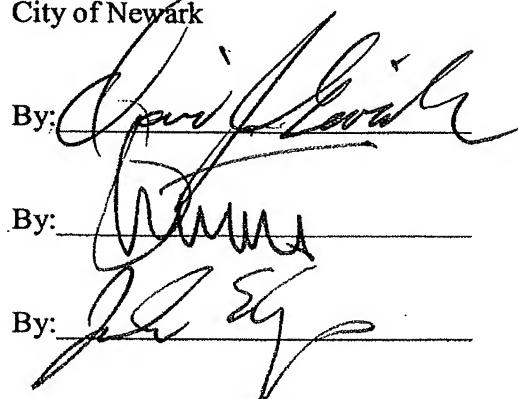


By:

By:

City of Newark

By:



By:

